

CLARK COUNTY, NEVADA
CONTRACT FOR COMMISSARY SERVICES FOR
CLARK COUNTY DETENTION SERVICES

RFP NO. 602832-12

ARAMARK Correctional Services, LLC
NAME OF FIRM
Mark R. Adams Vice President, Finance
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
ARAMARK Tower 1101 Market Street Philadelphia, PA 19107
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(800) 999-8989
(AREA CODE) AND TELEPHONE NUMBER
(215) 238-3282
(AREA CODE) AND FAX NUMBER
Adams-Mark@aramark.com
E-MAIL ADDRESS

CONTRACT FOR COMMISSARY SERVICES FOR CLARK COUNTY DETENTION SERVICES

This Contract is made and entered into this ____ day of _____, 2013, by and among CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and ARAMARK CORRECTIONAL SERVICES, LLC (hereinafter referred to as PROVIDER), for Commissary Services for the Clark County Detention Services Division (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, the PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed the revenues generated by the PROJECT less the Commission (hereinafter defined in Section II.B) including all of PROVIDER's expenses;

WHEREAS, the PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract;

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER on an exclusive basis for the period from February 1, 2014 (the "Effective Date") through June 30, 2018. COUNTY reserves the option to temporarily extend this Contract for up to six (6) months from its expiration date for any reason. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (**Exhibit A**). It is expressly understood that the entire work defined in **Exhibit A** must be completed by the PROVIDER and it shall be the PROVIDER's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed.

PROVIDER shall process orders for Products (as defined in Section III) from inmates in accordance with PROVIDER's standard procedures as approved by COUNTY. COUNTY shall be responsible to collect, record and make disbursements from inmate commissary accounts for purchases of such Products; provided, however, that PROVIDER shall have access to each inmate account solely for the purpose of verifying that there are sufficient funds in such account to cover a Product order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto.

PROVIDER shall submit to COUNTY on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by PROVIDER during such week, if any, less any Commissions (hereinafter defined in Section II.B) and any Rent (hereinafter defined in Section II.D) owing to COUNTY hereunder for such period. The term "Gross Sales" shall mean total commissary Product sales (including, but not limited to, sales of, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and welfare kits (hereinafter defined in Section III) sales) (and any other products or services as mutually determined in the future) plus any sales or use taxes. For purposes of this Contract, a sale shall be deemed made when a Product ordered by an inmate is delivered to the inmate (or to the COUNTY for delivery to the inmate if PROVIDER is unable to provide such deliveries directly). If an inmate is released from the COUNTY's facility prior to Product delivery the order will be canceled and a credit issued to the inmate's Commissary account. COUNTY shall remit payment of correct invoices to ARAMARK Correctional Services, P.O. Box 406019, Atlanta, Georgia 30384-6019 within thirty (30) days (Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section XII hereof.)

B. Commissions

Commissary Commission:

PROVIDER shall pay to COUNTY a commission in an amount equal to thirty-five percent (35%) of Net Sales (the "Commissary Commission"), which amount shall be deducted from its weekly invoices. For purposes of this Paragraph, "Net Sales" means total Product sales (including iCare™ and GoCart™ (further described in Section III) sales, but excluding all sales of stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and welfare kits and excluding revenue generated by Video Visitation Services), less sales or use taxes and authorized returns.

Video Visitation Services Commission:

PROVIDER shall pay to COUNTY a commission (the "Video Visitation Commission", and, collectively with the Commissary Commission, the "Commissions") in an amount equal to fifty percent (50%) of revenue generated by the fees PROVIDER will charge inmate visitors to use the Video Visitation Services (defined in Section III, below), less sales or use taxes, if applicable.

C. Financial Commitments

PROVIDER shall make a financial commitment to COUNTY in an amount up to four hundred and fifteen thousand dollars (\$415,000) (the "Kiosk Financial Commitment"), which amount shall include both (i) the one hundred and sixteen (116) kiosks further detailed in PROVIDER's proposal and (ii) up to one hundred thousand dollars (\$100,000) for the installation of such kiosks at the Clark County Detention Center (the "CCDC") over the first two years of the term of this Contract. PROVIDER shall make a second financial commitment to COUNTY in an amount up to five hundred thousand dollars (\$500,000) (the "Video Visitation Financial Commitment" and collectively with the Kiosk Financial Commitment, the "Financial Commitments") for the installation of new video visitation equipment associated with the Video Visitation Services (hereinafter defined).

Any equipment purchased by PROVIDER on COUNTY's behalf shall be purchased as "sale-for-resale" to COUNTY. COUNTY shall hold title to all such equipment (with the exception of those items which bear the name of PROVIDER, its logo or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. COUNTY acknowledges that it is a tax exempt entity and will provide PROVIDER with a copy of the appropriate state tax exempt certificate. Each of the Financial Commitments shall be amortized on a straight-line basis over a period of three (3) years, commencing upon the Effective Date of this Contract.

Upon expiration or termination of this Contract by either party for any reason whatsoever prior to the complete amortization of the Financial Commitments, COUNTY shall reimburse PROVIDER for the unamortized balances of the Financial Commitments as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Contract at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of this Contract shall be deducted from the unamortized balance of the Financial Commitment owing to PROVIDER at the time of expiration or earlier termination. For purposes of this Contract, "Prime Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. banks, such rate to be adjusted on the last day of each accounting period.

D. Lease

COUNTY shall lease to PROVIDER and PROVIDER hires from COUNTY upon and subject to all of the other provisions,

conditions and covenants set forth herein, that certain real property comprised of 532 square foot Commissary Cage of the COUNTY's North Valley Complex and additional 1,600 square feet of warehouse space of the CCDC, including any structures and other improvements now or hereafter erected therein together with unrestricted and unobstructed access and use of all existing means of ingress and egress thereto (collectively, the "Premises"). PROVIDER shall pay to as rent for the Premises fixed monthly installments of Ten Thousand, Seven Hundred and Twenty-Three Dollars and Ninety-Six Cents (\$10,723.96) (the "Rent") during the term of this Contract. COUNTY shall be responsible for all utilities consumed on the Premises during the term of this Contract. COUNTY, at its expense, shall also maintain the Premises, keep the interior of the Premises free of insects, rodents, vermin and other pests; and replace all defective mechanical, electrical, and plumbing systems and/or equipment contained in or servicing the Premises; all of which shall be timely performed so as to continually keep the Premises in good repair, commercially sound operating order, and in a first-class condition during the term of this Contract.

COUNTY agrees to deliver possession of the Premises to PROVIDER on the Effective Date, turning over same in accordance with the provisions of this Paragraph D of Section II and in good repair, commercially sound operating order, and in neat, clean, condition.

SECTION III: SCOPE OF WORK

Services to be performed by the PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto. In accordance with the PROJECT further described on **Exhibit A**, PROVIDER shall provide a large selection of food, candy, non-alcoholic beverages, health and drug items, and general merchandise, including quality, brand name products (collectively, the "Products"), all of which shall be subject to Detention Services Division Management Staff's (the "DSD Staff") prior approval. Products shall also include those sold using PROVIDER's GO-Cart™ mobile merchandising system, which allows PROVIDER to bring the commissary directly to the housing unit, where inmates purchase and PROVIDER delivers in a single on-the-spot transaction. In addition, Products shall include those sold using PROVIDER's iCare™ program, which allows an inmate's family and friends to place an order using a credit, debit or prepaid card for an iCare™ gift bag. An initial Product and pricing list is set forth on **Exhibit B**.

PROVIDER shall process orders for Products from inmates in accordance with PROVIDER's mutually agreed upon procedures between DSD Staff and PROVIDER.

PROVIDER and DSD Staff shall mutually agree upon the prices at which Products shall be sold, and shall review such prices on a quarterly basis. If PROVIDER sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, PROVIDER may increase its prices to recover such increased costs with DSD Staff's prior consent. Additionally, PROVIDER will annually or more often at PROVIDER's discretion, perform a price audit to compare the prices at which it sells the Products contemplated by this Contract with the prices at which similar products are being sold in retail outlets in the surrounding community ("Comparable Retail Values"). In the event that any of PROVIDER's prices are above or below the Comparable Retail Values, PROVIDER or DSD Staff may request a pricing adjustment to reflect the Comparable Retail Values.

TOUCHPAY™: The parties acknowledge that PROVIDER has a contractual relationship with TOUCHPAY Direct, LLC ("TouchPay"), a Texas limited liability corporation that is a third party supplier of payment processing services. As part of the PROJECT, PROVIDER shall implement payment processing services for commissary payments (the "Services") at COUNTY's facilities where PROVIDER will provide TouchPay's Services. TouchPay will accept commissary payments, Self-Release (BAIL) and other future payments as required by COUNTY and mutually agreed upon by TouchPay, made by cash, credit card or debit card. TouchPay will charge each person who uses the Services a transaction fee. TouchPay will also provide

COUNTY with a debit release solution that will provide release card services for inmates being released from COUNTY's facilities reflecting any remaining funds in the inmate's trust account upon the inmate's release. Transaction fees associated with TouchPay and the payment terms of the debit cards are reflected in **Exhibit D** attached hereto. COUNTY guarantees the delivery of all funds to TouchPay on all authorized debit release transactions within seventy-two (72) hours by ACH deposit into a bank account designated by the PROVIDER. TouchPay's services hereunder include management of any customer disputes related to the transactions. COUNTY will not be liable for any fraudulent transactions.

PROVIDER, as part of its Financial Commitment hereunder, will provide COUNTY with a suitable number as determined solely by COUNTY of Intake Kiosks installed with TouchPay's hardware and software to automate the deposit of funds from COUNTY's inmates. PROVIDER will provide COUNTY with a suitable number as determined solely by COUNTY of countertop payment terminals (also running TouchPay hardware and software) to accept payments from COUNTY's inmates via Visa or MasterCard credit or debit cards for the purpose of Commissary and or Self-Release ("BAIL") deposits.

PROVIDER will ensure TouchPay will provide all technical support, cash collection, maintenance and upgrades as they become available at no additional cost to COUNTY. When an individual makes a payment transaction using credit card, debit card, or cash payment into the TouchPay payment system, TouchPay will authorize or decline the transaction. Upon authorization, TouchPay makes these funds available to the appropriate account in real time. These funds are immediately available for use by the inmate. TouchPay guarantees the delivery of all funds to COUNTY on all authorized transactions within seventy-two (72) hours by ACH deposit into a bank account designated by the COUNTY. TouchPay's services hereunder include management of any customer disputes related to the transactions. COUNTY will not be liable for any fraudulent transactions.

VIDEO VISITATION SERVICES: PROVIDER shall provide an electronic solution using video, audio and networking devices for Inmate video to connect visitors and inmates (collectively, "Video Visitation Services"). The scope of the Video Visitation Services and the parties' obligations relating thereto is further described in **Exhibit E** attached hereto. PROVIDER will subcontract certain of these video visitation services from a third-party provider. In the event that such third party revises its pricing such services, or PROVIDER procures an alternative provider, PROVIDER and the COUNTY shall renegotiate the scope of providing such video visitation services and PROVIDER's pricing and commissions hereunder to accommodate such pricing revisions or alternative provider. In addition to the Video Visitation Financial Commitment, PROVIDER shall also provide up to ninety-six thousand dollars (\$96,000) per year to maintain and upgrade software and equipment at no additional cost to the COUNTY. In the event that maintenance of and upgrades to the Video Visitation Services will exceed ninety-six thousand dollars (\$96,000) per year (the "Overages"), PROVIDER will notify the COUNTY of such Overages and confirm COUNTY's agreement prior to proceeding. Upon COUNTY's agreement with such Overages, COUNTY shall be solely responsible for the cost associated therewith. Finally, as part of the Video Visitation Services, PROVIDER will ensure COUNTY has access to a dedicated, on-site technical support technician to assist with any technical difficulties.

SECTION IV: CHANGES TO SCOPE OF WORK: MATERIAL CHANGES

- A. Food, beverage and other services requested by COUNTY and DSD Staff outside the scope of this Contract (including Fresh Favorites) shall be provided by PROVIDER upon written authorization by DSD Staff at mutually agreed upon prices for such additional services.
PROVIDER shall provide any required training to COUNTY and Detention Services Division employees and inmates at no additional cost to COUNTY.
- B. In addition, COUNTY may at any time, upon mutual agreement and by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such mutually-agreed changes cause an increase or decrease in the PROVIDER's costs or time required for performance of any services under this Contract,

an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified accordingly in a writing signed by all parties. Any claim of the PROVIDER for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.

- C. No services for which an additional compensation will be charged by the PROVIDER shall be furnished without the written authorization of COUNTY.

D. Material Adverse Change

The financial arrangements in this Contract are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by COUNTY in connection with the negotiation and execution of this Contract. If such conditions change due to causes beyond PROVIDER's control, including, but not limited to, a change in the scope of PROVIDER's services; menu changes; a decrease in COUNTY's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; changes in phone service providers or a change in the way phone service is sold to inmates; or other unforeseen external market conditions outside PROVIDER's control, then PROVIDER shall give COUNTY written notice of such increase or change, and within thirty (30) calendar days after such notice, PROVIDER and COUNTY may mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to COUNTY's commission, modifications to the menu or Product offerings, changes to Product pricing or modifications to PROVIDER's scope of services. COUNTY has no obligation to reach an accommodation with PROVIDER pursuant to this paragraph.

E. Phone Service Providers

In the event that there is a change in the phone service provider used at COUNTY's facilities or in the process by which phone cards or phone time is sold to inmates, PROVIDER will negotiate directly the phone service provider to minimize any financial impact of resulting from the following: (1) any software development required by the change; (2) system integration; (3) use of PROVIDER's hardware and software to sell phone service; and (4) other costs, including, without limitation, costs for labor, handling, and reporting. In the event PROVIDER is unable to negotiate such costs with the phone service provider, PROVIDER has the option in its discretion to discontinue phone card sales.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever. PROVIDER shall ensure all invoices for any product/services payable by PROVIDER is billed to PROVIDER and not COUNTY. Further, all such invoices must be sent to a location other than any COUNTY address.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, the PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within 30

- days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the COUNTY.
- D. The PROVIDER agrees that its officers and employees will cooperate with COUNTY and DSD Staff in the performance of services under this Contract and will be available for consultation with COUNTY and DSD Staff at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. The PROVIDER will follow COUNTY's standard procedures as followed by COUNTY's respective personnel in regard to programming changes; testing; change control; and other similar activities.
- F. The PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of the PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. The PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve the PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER's performance or failures to perform under this Contract.
- H. With the exception of any Provider Data (hereinafter defined in Section IX.B), all materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY's representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.
- J. PROVIDER will provide a monthly subscription to Lexis-Nexis at no cost to COUNTY.
- K. Within forty-eight (48) hours of the expiration or any termination of this Agreement, any and all data related to purchases and communications made by inmates and customers under this Contract shall be provided by PROVIDER to COUNTY in an off-line version and in a format as requested by COUNTY.
- L. PROVIDER will provide 24/7 software and hardware support for Aramark's CORE system, infoLink kiosks and wristband applications, booking kiosks, lobby kiosks, release card systems, and online deposit or web-based deposit systems, as further described in **Exhibit A** of this Contract. PROVIDER will respond to technology support calls from COUNTY or DSD Staff within one hour, and if unable to resolve issues remotely, technician will be dispatched within 2 hours.
- M. PROVIDER and DSD Staff shall mutually agree to appropriate hours for deliveries hereunder. Any changes to such hours must be memorialized in a written and signed memorandum between DSD staff and PROVIDER.

- N. PROVIDER shall be responsible for any damage to the workspace location provided by COUNTY to PROVIDER created by the negligent acts or omissions of PROVIDER's employees.
- O. At the commencement of this contract, PROVIDER shall purchase COUNTY Product inventory at COUNTY'S cost.

SECTION VI: ACCESS OF PROVIDER'S PERSONNEL

- A. PROVIDER shall remove from the CCDC any assigned employee who, in the sole opinion of DSD Staff, is not performing the services in a proper manner consistent with the security requirements of the CCDC. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the PROVIDER. DSD Staff will notify PROVIDER in writing of removal of an employee.
- B. PROVIDER shall immediately provide written notice to the DSD Staff upon termination of any employee granted access to the CCDC.
- C. PROVIDER shall be required to have all on-site staff cleared through the DSD Staff security check.
- D. COUNTY or DSD Staff reserves the right to conduct their own investigation, to the extent allowed by law, of any employee of the PROVIDER assigned to provide services under this contract and to request any additional investigative background information from the PROVIDER.
- E. COUNTY or DSD Staff have the right to reject for service at CCDC any employee of the PROVIDER or its subcontractors, and to remove from the CCDC any person or firm employed or engaged by the PROVIDER when they deem it to be in the best interest of the COUNTY, or in the best interest of the successful implementation of this contract. The privilege of entering or remaining on the premises of any secure facility under the jurisdiction of the COUNTY may be denied or revoked at any time.
- F. PROVIDER shall provide for its employees and any subcontractor's employee entering and working on premises, the following information:
 - 1 Full name
 - 2 Nicknames/aliases
 - 3 Place of residence for previous two (2) years
 - 4 Social security number
 - 5 Date of birth
 - 6 Place of birth
 - 7 Employment for previous number of years, as determined by OWNER
 - 8 Any other information deemed necessary by the COUNTY or DSD Staff for the specific purpose of conducting a background or security check.

SECTION VII: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER's request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY's approval of PROVIDER's request to subcontract.

SECTION VIII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative or his/her designee. COUNTY's representative may delegate any or all of his

responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.

- C. The review comments of COUNTY's representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY's representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY and DSD Staff shall reasonably assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY, DSD Staff or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.
- F. Notwithstanding COUNTY's obligations in accordance with this Section VIII, COUNTY shall have no obligation to provide documents beyond such obligation as prescribed by applicable law.
- G. COUNTY will provide remote access capability to PROVIDER so that PROVIDER can resolve application issues or provide software upgrades to programs located on PROVIDER's servers located on or within the CCDC, which servers PROVIDER will locate and maintain in the same workspace location provided by COUNTY to PROVIDER for PROVIDER's onsite management personnel. PROVIDER shall comply with information technology protocol(s), as directed by DSD Staff, when accessing remotely PROVIDER's servers using CCDC network.
- H. COUNTY shall furnish an adequate initial inventory of servicewares and equipment required for the PROJECT. At the commencement of operations hereunder, PROVIDER and DSD Staff shall jointly take an opening inventory of such servicewares and equipment, a copy of which shall become part of this Contract. PROVIDER shall maintain such inventory at its expense.

SECTION IX: CONFIDENTIAL INFORMATION

- A. PROVIDER's employees, agents and subcontractors may have access to confidential data maintained by COUNTY or CCDC to the extent necessary to carry out PROVIDER's responsibilities under the Contract (collectively, the "County Data"). PROVIDER shall presume that all County Data received pursuant to the Contract is confidential unless otherwise designated by COUNTY or DSD Staff. The County Data shall remain the property of COUNTY at all times. No County Data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of COUNTY, either during the period of the Contract or thereafter. In the event that a subpoena or other legal process is served upon PROVIDER for records containing County Data, PROVIDER shall promptly notify COUNTY and cooperate with COUNTY in any lawful effort to protect the confidential information. Upon the expiration or any termination of this Contract, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any County Data, shall be returned to COUNTY.
- B. All financial, statistical, (except as defined by NRS regarding public information) operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus, policy and procedure manuals and computer programs relative to or utilized in PROVIDER's business (collectively, the "Provider Data") are and shall remain confidential and the sole property of PROVIDER and constitute trade secrets of PROVIDER. Unless otherwise required by applicable law, COUNTY shall keep all Provider Data confidential and shall use the Provider Data only for the purpose of fulfilling the terms of this Contract. COUNTY shall not photocopy or otherwise duplicate any materials containing any Provider Data without the prior written consent of PROVIDER. Upon the expiration or any termination of this Contract, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any Provider Data, shall be returned to PROVIDER. For the avoidance of doubt, any data described in Section V.H hereof is not Provider Data and is COUNTY's property.

SECTION X: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of 30 days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than 30 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by either party for its convenience; but only after the terminated party is given:
 - i. not less than 90 calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with the terminating party prior to termination.
 - b. If termination is for convenience, COUNTY shall pay the PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to the PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of the PROVIDER's default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, the PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY's representative, copies of all deliverables as provided in Section V paragraph H.
 - c. If after termination for failure of the terminated party to fulfill contractual obligations it is determined that the terminated party has not so failed, the termination shall be deemed to have been effected for the convenience of the terminating party.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of the PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and the PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER's control.

SECTION XI: INSURANCE

The PROVIDER shall obtain and maintain the insurance coverage required in **Exhibit C** incorporated herein by this reference. The PROVIDER shall comply with the terms and conditions set forth in **Exhibit C** and shall include the cost of the insurance coverage in their prices.

SECTION XII: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY:	Deputy Chief of Detention Clark County Detention Center 300 South Casino Center Las Vegas, NV 89101
With a copy to:	Purchasing Administrator Clark County Nevada 500 South Grand Central Pkwy, 4 th Floor Las Vegas, NV 89106
TO PROVIDER:	ARAMARK Correctional Services, LLC 1101 Market Street Philadelphia, PA 19107 Attention: Chief Financial Officer
With a copy to:	ARAMARK Correctional Services, LLC 1101 Market Street Philadelphia, PA 19107 Attention: Vice President and Associate General Counsel

SECTION XIII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of the COUNTY or CCDC, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY or CCDC, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY nor CCDC will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, the PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Discrimination

PROVIDER acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the COUNTY may declare the PROVIDER in breach of the Contract, terminate the Contract, and designate the PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

The PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the PROVIDER or the employees or agents of the PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to the PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the PROVIDER or any agent or representative of the PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against the PROVIDER as it could pursue in the event of a breach of this Contract by the PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than 10 times the costs incurred by the PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this contract by the PROVIDER is subject to review by COUNTY and/or DSD Staff to insure contract compliance. The PROVIDER agrees to provide COUNTY and DSD Staff any and all information requested that relates to the performance of this contract. All requests for information will be in writing to the PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

I. Covenant

The PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of COUNTY's Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

COUNTY hereby waives any Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontracting obligations of PROVIDER or requirements in accordance with the RFP.

M. Disclosure of Ownership Form

The PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:
CLARK COUNTY, NEVADA

By: _____
GEORGE W. STEVENS
Chief Financial Officer

_____ DATE

PROVIDER:
ARAMARK CORRECTIONAL SERVICES, LLC

By: _____
MARK R. ADAMS
Vice President

_____ DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: _____
ELIZABETH A. VIBERT
Deputy District Attorney

_____ DATE

EXHIBIT A
COMMISSARY SERVICES FOR CLARK COUNTY DETENTION SERVICES
SCOPE OF WORK

PROVIDER shall manage and operate the inmate Commissary for the Detention Services Division. Currently there are 3,900 inmates in custody on average, split between two (2) facilities (Clark County Detention Center and North Valley Complex). PROVIDER shall provide technology to improve operations and accountability as follows:

Products

PROVIDER shall provide and sell to inmates commissary products as mutually agreed to by both parties. The initial list of products and pricing is set forth on Exhibit B.

Kiosks

PROVIDER shall supply and install, up to the limitations of the Financial Commitment, all necessary equipment to allow inmates to access kiosks in all housing areas. Data collected by the kiosks shall be delivered electronically via interface to the appropriate systems.

- Inmate Commissary Ordering: Ability of inmates to initiate and complete orders on their own. Must include pictures of product for sale. Ability to look up the available balance on the inmate's account. Must include instruction in English and Spanish at a minimum, additional languages are preferred. Must be able to interface with the electronic jail management system(s), (the "JMS"). Must have availability to track and report orders.
- Inmate Medical Call: Availability of inmates to initiate sick calls without limit must be able to interface with the Medical Provider's electronic medical records system(s) hereinafter referred to as EMR, and must have ability to track and report requests.
- Inmate Grievances/Requests: Ability of inmates to initiate grievances and requests with without limit and with two way communication. Must be able to track and report. Must be able to interface with JMS.
- Email: Ability for inmates to send and receive emails on a fee basis. Must be able to screen and impound emails based on scanning for key words.
- Inmate Handbook: Ability to display the inmate handbook. Ability to require inmates to acknowledge receipt of the inmate handbook prior to allowing commissary ordering.
- Inmate will have ability to access an information query screen that will be populated via interface to the JMS.
 - Information provided will be at the discretion of DSD Staff
 - For security purposes to protect criminal history, all information provided on this query screen must be deleted from the system automatically after viewed by the requesting inmate.
 - The system must maintain a record of the query.
 - This section will not be required at initial implementation, but will be required upon sixty (60) days from the opening of the account.

In addition, PROVIDER will provide three (3) intake kiosks and two (2) lobby kiosks without additional charge to COUNTY.

PROVIDER shall supply the equipment and support necessary (as defined below) for the life of the Contract, at no cost to the COUNTY, as follows:

Label Printer

- | | |
|---|---|
| 2 | Inkjet Label Printer with 1 spare available |
| 2 | Ink Cartridge (400) with 1 spare available |
| 2 | Labels 3" x 1" (1,400) with 1 spare available |

Wrist Bands

As Required Wrist Bands to be provided for life of contract

Accessories

- | | |
|---|----------------------------------|
| 2 | Dual Grip Fastner |
| 1 | Metal Fastener Set (525) |
| 1 | Safety Scissors |
| 1 | Reusable Lamination Sleeves (25) |

Laminators

- | | |
|---|--------------------------------------|
| 2 | 12" Laminator with 1 spare available |
|---|--------------------------------------|

Debit Cards

- | | |
|---|---|
| 2 | Debit card swipers with 1 spare available |
|---|---|

As Required Blank debit cards to be provided for life of contract, provided at no cost to the COUNTY.

EXHIBIT B

Clark County Commissary Products and Prices

Prices do not include tax

<u>PLU</u>	<u>Health & Beauty</u>	<u>Price</u>		<u>PLU</u>	<u>Cookie & Pastries</u>	<u>Price</u>		<u>PLU</u>	<u>Beverage</u>	<u>Price</u>
1086	AFRO PICK	\$0.40		5024	CHO CHIP COOKIE	\$0.79		3074	COOL OFF BLACK CHERRY	\$0.49
1273	AFTER SHAVE	\$4.69			COOKIE-CHOCOLATE CREME	\$1.29		3004	COFFEE DECAF SINGLE	\$0.35
1035	BABY POWDER	\$1.99		5002	COOKIE-DUPLEX CREME	\$1.29		3071	COOL OFF FRUIT PUNCH	\$0.49
1013	BLUE MAGIC HAIR COND.	\$3.99		5017	COOKIE-PB CREME	\$1.29			COFFEE - 4.5 oz - Bostons Best	\$4.19
1066	COCOA BUTTER LOTION	\$2.99		5004	COOKIE-VANILLA CREME	\$1.29		3012	HOT CHOCOLATE	\$0.29
1003	COMB	\$0.25		5091	HONEY BUN	\$1.29		3076	COOL OFF ICED TEA	\$0.49
1122	VO5 CONDITIONER 15 OZ	\$2.69		5052	ICED OATMEAL COOKIES	\$3.39		3070	COOL OFF LEMONADE	\$0.49
1006	COTTON SWABS	\$2.99		5047	OATMEAL RAISIN COOKIE	\$0.69		3053	SUGAR SUBSTITUTE	\$0.45
1053	DIAL ROLL ON	\$3.49		5044	GRANDMA PB COOKIE	\$0.69			TEA BAGS HOT-BOX	\$2.79
1040	PALM BRUSH	\$0.60		5077	OATMEAL CREAM PIE	\$0.69		3135	C/L RASSBERRY	\$0.75
1117	VO5 SHAMPOO	\$2.69		5043	RICE KRISPIE TREAT	\$0.69		3003	CREAMER 10 PACK	\$0.60
1043	MULTI VITAMIN NO IRON	\$4.99		5124	APPLE TURNOVER	\$1.29			CARNATION - CHOCOLATE	\$1.39
1010	EFFERDENT	\$0.99		5154	SUGAR DONUTS	\$1.29			CARNATION - VANILLA	\$1.39
1420	EFFERGRIP	\$7.99						3002	COFFEE - Single	\$0.35
1151	EMERY BOARD	\$0.16		<u>PLU</u>	<u>Food</u>	<u>Price</u>		3171	CRYSTAL LIGHT LEMON	\$0.75
1171	EYELINER - Black	\$2.39		4008	GRAPE JELLY PACKETS	\$0.40				
1059	FOOT POWDER	\$2.49		4007	JAL CHEESE PACKET	\$0.89		<u>PLU</u>	<u>Chips&Snacks</u>	<u>Price</u>
1198	ANTIPERSPERANT DEODORANT	\$2.50		4151	KROSHER PICKLE	\$1.79		6012	BBQ CHIPS	\$0.89
1083	DEGREE DEODORANT	\$4.99			CHEESE BITS	\$3.49		6001	CHEETOS CRUNCHIE	\$0.89
1093	HALLS COUGH DROP STICK	\$1.89		4066	HALAL HOT/SPICY SUMMER SA	\$4.99		6082	CHIPS-REGULAR RUFFLES	\$0.89
1017	HYDROCORTISON CREAM- PKT	\$0.25		6054	GRAHAM CRACKERS	\$3.99		6031	CORN CHIPS-CHILI CHEESE	\$0.89
1018	IBUPROFEN-2 PK	\$0.50		4125	HOT SAUCE PACKETS	\$0.29		6029	CHEESE POPCORN	\$1.29
1019	LIP BALM	\$1.35		4158	HOT SAUCE BOTTLE	\$1.89		6021	CHEETOS JALPNO	\$0.89
	LAXATIVE	\$0.59		4111	INSTANT RICE	\$2.09		6009	NACHO CHIPS-DORITOS	\$0.89
1063	MAGIC SHAVE	\$5.69		4065	HALAL BEEF SUMMER SAUSAGE	\$4.99		6049	PEANUTS-SALTED	\$0.69
1355	MASCARA - Black	\$2.99		4011	PEANUT BUTTER PACKET	\$0.59		6013	PORK RINDS	\$2.19

1051	MOUTHWASH-ALC FREE	\$1.59		4017	HABANERO CHEESE TUB	\$3.75		6024	JALAPENO CHIP	\$0.89
1326	MULTI VITAMIN	\$4.99		4029	REFRIED BEANS	\$2.10		6002	CHEETOS FLAMIN HOT	\$0.89
1157	DANDROFF SHAM 4OZ	\$1.39		4018	SALAMI STICK	\$1.25			GENERAL MILL CEREAL BAR	\$1.39
1026	SHAVE CREAM - BRUSHLESS	\$2.20		4019	SALTINE-SLEEVE	\$0.99		6232	CHILE/LIMON PEANUTS	\$1.89
1159	SHOWER CAP	\$0.39		4013	SOUP BAG BEEF	\$0.69				
	DRY SKIN LOTION	\$2.99		4014	SOUP BAG CHICKEN	\$0.69		PLU	General Merchandise	Price
1020	SKIN CREAM MEDICATED Generic?	\$2.69		4015	SOUP BAG CHILI	\$0.69		7017	BOWL-PLASTIC	\$1.29
1027	SOAP - IRISH SPRING	\$1.09		4016	SOUP BAG PIC BEEF	\$0.69		7025	CHECKERS	\$5.89
1028	SOAP - IVORY	\$0.95		4045	SOUP BAG SHRIMP	\$0.69		7026	CHESS SET	\$7.99
1261	TUMS	\$1.39		4053	SPANISH RICE	\$1.89		7072	COFFEE CUP	\$1.50
1440	GAS X	\$0.79		5151	TOASTER PASTRY STRAWBERRY	\$3.19		7021	COLORLED PENCIL	\$1.95
1030	TOOTHBRUSH	\$0.50		4030	TORTILLA-FLOUR - 6 CT	\$1.69		7048	DOMINOES- DOUBLE SIX	\$4.29
1031	TOOTHBRUSH HOLDER	\$0.70		4023	TUNA POUCH	\$3.29		7032	ERASER-PENCIL TOP	\$0.10
1032	TOOTHPASTE-2.8 OZ	\$2.69		4003	CHICKEN POUCH	\$3.69		7004	GREETING CARD-BDAY	\$1.99
7045	EAR PLUGS	\$0.49		4336	CHORIZO BEANS	\$3.89		7006	GREETING CARD- FRIENDSHIP	\$1.99
1011	ARTIFICIAL TEARS	\$2.75		4382	JALAP HOT SAUCE	\$2.89		7005	GREETING CARD-HOLIDAY	\$1.99
1042	ANTIFUNGAL CREAM	\$4.50		4164	JALAPENO SLICES	\$0.69		7000	MANILLA ENVELOPE	\$0.25
1021	VASELINE	\$5.99		4049	OATMEAL 10 PACK	\$4.99		7140	MANILLA FOLDER	\$0.29
1014	HAIR TIES	\$0.20		4205	RAISINS	\$4.89		7022	PENCIL-GOLF	\$0.09
1094	TAMPONS	\$0.25		6035	TRAIL MIX	\$1.59		7038	PINOCHLE CARDS	\$2.35
				4009	MAYO PACKETS	\$0.49		7010	PLAYING CARDS	\$2.35
PLU	Postage	Price		6113	SWEET & HOT MIX	\$1.19		7023	POCKET DICTIONARY-ENG.	\$2.55
2001	STAMPED ENVELOPES	\$0.80		4021	SPAM	\$2.99		7228	POCKET DICTIONARY-SPAN	\$2.55
				4134	CHILI WITH BEANS	\$2.10		7039	GLASSES 1.5 READING	\$6.00
				PLU	Candy	Price		7078	GLASSES 1.75 READING	\$6.00
				9002	ATOMIC FIREBALL BAG	\$1.59		7040	GLASSES 2.0 READING	\$6.00
				9016	BABY RUTH	\$1.09		1029	SOAP DISH-CLEAR HINGED	\$0.75
				9017	CANDY SUGAR FREE	\$1.39		7046	SPOON-SOUP	\$0.06
				9003	BUTTERFINGER	\$1.09		7016	TUMBLER-PLASTIC	\$0.65
				9006	JOLLY RANCHERS	\$1.49		7099	WRITING TABLETS	\$1.69
				9018	LEMON DROPS	\$1.39		7030	GR CARD JUVENILE B DAY	\$1.99

				9104	100 GRAND BAR	\$1.09		7014	GR CARD SPANISH B-DAY	\$1.99
				9044	ROOTBEER BARRELS	\$1.39		7029	GREETING CARD LOVE	\$1.99
				9128	CHICK-O-STICK	\$0.45		7068	WASH CLOTHS	\$0.60
	Welfare kits (Max 1)			2222	Welfare Pack	\$1.36		2020	Welfare Utility Pack	0.95

EXHIBIT C
COMMISSARY SERVICES FOR CLARK COUNTY DETENTION SERVICES
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. Format/Time: The PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within ten (10) business days after the award by the COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. Best Key Rating: The COUNTY requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. Owner Coverage: The COUNTY and the Las Vegas Metropolitan Police Department, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. The PROVIDER's insurance shall be primary as respects the COUNTY, its officers and employees.
- D. Endorsement/Cancellation: The PROVIDER's general liability and automobile liability insurance policy shall be endorsed to recognize specifically the PROVIDER's contractual obligation of additional insured to COUNTY and must note that the COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.
- E. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. Commercial General Liability: Subject to Paragraph 6 of this Exhibit, the PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. Automobile Liability: Subject to Paragraph 6 of this Exhibit, the PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and any auto used for the performance of services under this Contract.
- I. Workers' Compensation: The PROVIDER shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- J. Failure To Maintain Coverage: If the PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order the PROVIDER to stop the work, declare the PROVIDER in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from the PROVIDER or deduct the amount paid from any sums due the PROVIDER under this Contract.
- K. Additional Insurance: The PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- L. Damages: The PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by the PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- M. Cost: The PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- N. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.
- O. Insurance Form Instructions: The following information must be filled in by the PROVIDER's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. PROVIDER's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Description: RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
8. Certificate Holder: Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
9. Appointed Agent Signature to include license number and issuing state.

**SAMPLE CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2. //TYPE//S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	3.
	INSURER B:	COMPANY'S
	INSURER C:	
	INSURER D:	BEST KEY
	INSURER E:	
	INSURER F:	RATING

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.							
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO							
	<input type="checkbox"/> ALL OWNED AUTOS							
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> HIRED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below							
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - E.A. EMPLOYEE						\$	
	E.L. DISEASE - POLICY LIMIT						\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SERVICES

7. RFP NO. 602832-12; CONTRACT FOR COMMISSARY SERVICES FOR CLARK COUNTY DETENTION SERVICES

8. CERTIFICATE HOLDER

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

9. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

EXHIBIT D

TOUCHPAY FEES

Lobby Kiosk

Fees charged to people putting money on the lobby kiosk include the following:

Transaction Amount	Cash Only Transaction Fees	Credit Card Transaction Fees
\$0–\$20	\$2.95 Only	\$2.95, plus 3.5% of deposit
\$20.01–\$100	\$3.95 Only	\$3.95, plus 3.5% of deposit
\$100.01–\$200	\$4.96 Only	\$4.95, plus 3.5% of deposit

Intake Kiosk

There will be no fees charged to inmates or Clark County for the intake kiosk. This is contingent on Clark County using the lobby kiosk solution.

Fees Credit/Release Card

1. No Cost to Facility
2. MasterCard® branded card available for use at any retailer that accepts MasterCard®
3. Fully integrated solution with ARAMARKS Core Software
4. FREE PIN Point of Sale Purchase; C-store, major retailers, etc
5. FREE Signature Purchase; Restaurants, Taxi Cabs, etc.
6. FREE Transfer to Bank Account; Free Opt-Out offers 100 percent free and clear access to funds
7. FREE Cash Back at Point of Sale
8. FREE Lost or Stolen PIN Replacement, Eases burden to facility
9. Low Maintenance Fees; \$2.50/week (Most cards spent within first three days)

LOBBY AND INTAKE KIOSK SERVICE COMMITMENT

CUSTOMER SERVICE REPRESENTATIVES (CSR):

Customer service contact information is displayed on the Kiosk and printed on receipts to eliminate depositor inquiries to the facility. TouchPay's US-based Customer Service Representatives (CSRs) provide live support and problem resolution to depositors. The Customer Support system contains real-time information on all transactions including: sender information, deposit amount, deposit type, order number, and inmate ID number. This information allows immediate access in order to provide quick resolution and answer questions once a transaction is finalized. Additionally, any transaction declines due to limits or insufficient sender information are identified, communicated to the depositor, and reconciled through TouchPay's system. Bilingual support (English and Spanish) is available, and Teletypewriter (TTY) capability is provided to customers with hearing disabilities.

When TouchPay receives a call or email from a depositor, the CSR identifies the need and is able to resolve it immediately in most instances. In the event the inquiry requires further research, the CSR gathers all pertinent information, opens a ticket, provides the case number to the depositor, and sets a priority to every instance.

The escalation and resolution procedure consists of three (3) levels:

- Level I: Ticket creation and resolution (CSR)
- Level II: Escalation to Technical Support team member
- Level III: Escalation to IT team member

The goal is to provide positive resolution to inquiries as quickly as possible. In most cases, calls are returned and inquiries are resolved within 30 minutes or less. Tickets not closed by 8pm CST are escalated to management for review, and tickets not resolved within 24 hours are escalated to Executive Management. Upon closure of the ticket, the CSR provides a courtesy call to the depositor to inform them on the status of their ticket. The following chart illustrates the process flow for depositor-related procedures:

RELATIONSHIP ACCOUNT MANAGEMENT (RAM)

In order to provide our facility Clients with the highest degree of support, TouchPay has a dedicated Relationship Account Management (RAM) team. The RAM team is the primary point-of-contact for all support-related questions, inquiries, and resolution. They are trained to provide Client support and positive resolution to inquiries as quickly as possible. Clients are given a specific toll-free number and email address that provides a direct path to the trained RAM team members for prompt service and resolution.

The RAM team provides the following support services:

- Respond to inquiries from Client via email and/or phone
- Provide Kiosk support and troubleshooting
- Provide troubleshooting for technical issues
- Escalate issues to appropriate service tiers if necessary
- Collaborate with TouchPay's IT team to resolve technical issues that may occur
- Keep Client informed and up-to-date on status of issue/inquiry
- Create and set up Client accounts
- Answer transaction-reporting inquiries
- Maintain communications with Client to ensure satisfaction with services
- Provide investigative information such as sender IP address and SID number (phone) upon request
- Maintain scheduling for courier services

RAM team members are able to resolve roughly 85% of tickets in one hour or less. Tickets requiring production support (Tier 2) and/or IT (Tier 3) are closed within 24 hours, and tickets requiring parts for on-site repairs are resolved within 24 - 48 hours. The dedicated RAM team is trained on all aspects of the payment system including: hardware troubleshooting, system reporting, escalation procedures, status updates, and follow through.

EXHIBIT E**VIDEO VISITATION****Visitation Station Hardware Replacement**

Equipment	Description	Quantity
VisStation	VisStation is the first and only standards based video conferencing devices specifically designed for the corrections industry. VisStation utilizes powerful video conferencing standards, SIP, H.323 and H.264 – enabling facilities to communicate with existing video conferencing devices utilized for courtroom arraignments, medical exams, public defenders, ICE agencies and educational sessions. By being standards based and compatible with all leading video conference device, VisStation prevents against obsolescence.	366
Camera	Logitech C525	366
Handset	The Dynamic V2 Handset features a high-quality receiver and Dynamic microphone. The handset is constructed of durable ABS plastic combined with a high strength stainless cord and steel lanyard.	366
Second Handset	For the dual handset visitor stations. The Dynamic V2 Handset features a high-quality receiver and Dynamic microphone. The handset is constructed of durable ABS plastic combined with a high strength stainless cord and steel lanyard.	150
Monitor	17Inch LCD Monitor	366

Visitation Station Spare Parts On-Site

Equipment	Description	Quantity
VisStation	VisStation is the first and only standards based video conferencing devices specifically designed for the corrections industry. VisStation utilizes powerful video conferencing standards, SIP, H.323 and H.264 – enabling facilities to communicate with existing video conferencing devices utilized for courtroom arraignments, medical exams, public defenders, ICE agencies and educational sessions. By being standards based and compatible with all leading video conference device, VisStation prevents against obsolescence.	15
Camera	Logitech C525	15
Handset	The Dynamic V2 Handset features a high-quality receiver and Dynamic microphone. The handset is constructed of durable ABS plastic combined with a high strength stainless cord and steel lanyard.	30
Monitor	17Inch LCD Monitor	15

PROVIDER'S OBLIGATIONS:

(Note that certain of these services may be subcontracted through the third party provider engaged by PROVIDER.)

40 hours of onsite staff to test, diagnose, and repair station hardware as needed. In addition, a monthly general diagnostic of the video visitation hardware to include hardware settings, hardware software updates, audio quality testing, and video quality testing.

Replacement of hardware found to be faulty during diagnostic shall be covered under warranty and shall be replaced at no additional cost but may be replaced by hardware with hardware of equal or greater quality.

Provide a 95% "Uptime" of video visitation station hardware, as follows:

Visitation Location	Available Period	Availability (%)
Visitation Center	Visitation Hours	95%
Housing Units	Visitation Hours	95%

Bring video visitation back to a working state when failure is due to vandalism during normal service hours. Parts will be responsibility of the COUNTY to purchase.

The COUNTY understands and agrees that services required to recover from failures and/or incidents caused by any of the following circumstances are not considered normal maintenance and are not PROVIDER's responsibility:

- Service and repair made necessary due to accidents or acts of God, damage from fire, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, or burglary;
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by PROVIDER;
- Service and repair of damage or problems caused by neglect, malicious activity, or misuse including, without limitation, use of the system(s) for purpose other than which it was designed, by the COUNTY, its employees, or third-party contractors;
- Service or repair due to electrical damage caused by electrical wiring at system location or resulting from electrical surges, sags, or spikes;
- Service and repair made necessary by bugs released by software vendors, e.g. adverse effects from installing updates or service packs;
- Service and repairs due to the COUNTY-provided network.

A dedicated on-site technician will be available 9AM-5PM Monday through Friday excluding Holidays and sick days. After hours service/weekend available upon request subject to availability and may result in additional fees to the COUNTY. The technician's duties shall be as follows:

- Provide technical support of video visitation stations to troubleshoot problems reported by end users.
- Provide on-site technical assistance as needed for scheduling, recording, and automation of onsite and at home video visits.
- Provide service and repair of stations which have been damaged or are not functioning properly to ensure the stations are operating appropriately.
- Provide Service Level reports to the customer as needed.
- Perform and report on a monthly general diagnostics of the system to make sure the system is operating within spec.
- Accurately document & record technical support calls and events (Call receipt, documentation entry, tracking, follow-up, escalations and reporting)
- Accurately document replacements due to vandalism.
- Accurately document each station settings and ensure the settings are properly reset after a software or hardware upgrade.
- Provide onsite inventory control for spare parts.
- Test and/or setup of server and client software installations, test platforms, and equipment
- Participate in technical aspects of installation and upgrade.
- Plan, install, and support software upgrades on COUNTY servers and networks

Telephone support will be available 8AM-6PM 7 days a week. Messages left after hours will be returned within 24 hours.

COUNTY'S OBLIGATIONS:

COUNTY shall provide power to the equipment and infrastructure required for the Video Visitation Services and shall also provide network access and connectivity.